

**CONTRACT BETWEEN**  
**LAKE COUNTY, FLORIDA AND**  
**SPHERION STAFFING, LLC.**  
**FOR**  
**TEMPORARY EMPLOYMENT SERVICES**

**ITB #13-0037** B

This is a Contract between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Spherion Staffing, LLC., a foreign corporation authorized to do business, its successors and assigns, hereinafter referred to as CONTRACTOR.

**WHEREAS**, the COUNTY desires to establish a contract for Temporary Employment Services in conjunction with the COUNTY'S needs; and

**WHEREAS**, the COUNTY has publicly submitted an Invitation to Bid (ITB), #13-0037, for procurement of services from qualified firms, organizations or individuals for temporary employment services.

**WHEREAS**, the CONTRACTOR desires to perform such services subject to the terms of this Contract;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

**Article 2. Purpose**

**2.1** The purpose of this Contract is for CONTRACTOR to provide temporary employment services to meet the needs of the COUNTY.

### **Article 3. Scope of Professional Services**

**3.1** On the terms and conditions set forth in this Contract, COUNTY hereby engages CONTRACTOR to perform the following Scope of Services:

A. Orders. Temporary employees will be ordered by the COUNTY as needed. Requests for temporary employees will be either in writing or via telephone call from the requesting County Department and shall include days and hours to be worked, work location, contact person and any special safety equipment that may be necessary to perform the job. Work hours for temporary employees will be determined by the ordering department. The COUNTY shall not be charged for temporary employee interviews at a COUNTY location. The COUNTY may require interviews of temporary employees to obtain a suitable employee for the COUNTY position. Also, transportation to and from the interview is the sole responsibility of, and cost of, the CONTRACTOR.

B. Job Descriptions. For each temporary employee ordered by the COUNTY, the CONTRACTOR shall ensure that the prospective employees meet the qualifications set forth in the Job Descriptions attached hereto and incorporated herein by reference as **Exhibit A**.

C. Overtime. Temporary employees shall be paid overtime for work performed in excess of forty (40) hours per week at a rate of 1.5 times the hourly rate. Such overtime shall be pre-approved by the County Department Director and verified on the temporary employee's time sheet and signed by the County Department Director.

D. Termination of a Temporary Employee. Temporary employees may be terminated by the COUNTY for any reason, at any time, at the sole discretion of the COUNTY. Any temporary employee using drugs or alcohol shall be terminated. There shall be no charge to the COUNTY for the following:

1. Cancellation of temporary employees at least two (2) hours before the person is scheduled to start work. If the COUNTY is unable to give a two (2) hour notice, the CONTRACTOR shall be paid for two (2) hours of work time for each affected temporary employee.
2. If the temporary employee is not working to the satisfaction of the COUNTY. The COUNTY may relieve the temporary employee of their duties and the COUNTY may request a replacement.

E. Temporary Employee Requirements. The temporary employees shall meet or exceed each of the following requirements:

1. Ability to project a professional image and deal effectively with the public, as most temporary employees will have high public exposure
2. Exhibit punctuality and maintain full attendance.

3. Ability to follow directions/instructions and the ability to work independently after receiving directions/instructions. Physical and mental ability to perform the essential functions of the temporary position.
4. Possess safety equipment required to perform the job requested, including, but not limited to: work/rubber gloves, safety shoes/boots, hats, safety glasses and safety vests. Safety equipment shall meet or exceed the quality of the equipment that is currently used by the COUNTY.
5. Dress in a manner which is appropriate to the type of work performed and have a neat and orderly appearance. The COUNTY will advise the temporary employee of the appropriate dress code.
6. Possess appropriate driver's license as required for heavy equipment operation and/or truck driving.
7. Temporary employees shall be a United States Citizen or the CONTRACTOR shall provide documentation to the COUNTY evidencing that the person has legal permission to work in the United States.
8. Temporary employees shall be required to speak, read, and write English.

F. CONTRACTOR shall provide the following:

1. A replacement employee within twenty-four (24) hours for any temporary employee who is unable to perform duties to the satisfaction of the COUNTY. Replacement employee requirements are the same as the temporary employees.
2. A local and out-of-state criminal background check for each proposed temporary employee shall be completed by the CONTRACTOR. Each background check shall follow the Background Investigation Procedures established by the Florida Department of Law Enforcement, Division of Criminal Justice Standards and Training. If there is anything found on the background check, the CONTRACTOR shall provide a copy to the Lake County Human Resources Department for review and approval. The background check must be approved before the employee starts work with the COUNTY.
3. A copy of the proposed temporary employee driver's license for equipment operator or truck driver positions so that a seven (7) year driving record can be run by the COUNTY.
4. A drug and alcohol screening per the Department of Transportation (DOT) standards for each temporary employee. Any proposed temporary employee who has a positive test will not be acceptable.

5. A designated contracting manager. Contract manager shall liaison with the COUNTY for job requirements of temporary employees, complaints, concerns and issues that may arise throughout the duration of this Contract.
6. An incentive program which promotes the temporary employee longevity with the COUNTY. Temporary employees who complete long-term (six (6) months or more) job assignments shall be rewarded with a bonus.
7. Maintain an office within the geographic boundaries of Lake County. The local office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. The COUNTY reserves the right to perform an inspection of the local office during the term of this Agreement. Failure to maintain an acceptable local office may be considered a breach of this Agreement.

G. Additional Work. Written requests for temporary employees not specifically referenced in the submitted bid will be forwarded to the CONTRACTOR from the County Employee Services Department. CONTRACTOR shall submit a written quoted price to Procurement Services for approval and/or negotiation. Upon approval of the temporary employee and quoted price by Procurement Services, the COUNTY will provide an order in writing to the CONTRACTOR.

H. Temporary Employees hired by the COUNTY. In the event any of the temporary employees are hired by the COUNTY for the COUNTY position, there shall be no charges or stipulations to the COUNTY (i.e. buy-outs or penalties).

I. Accident/Incident reporting. Temporary employees are required to report any accidents or incidents immediately to the County Supervisor and follow up with the appropriate paperwork and/or instructions provided by the County Supervisor.

I. Administrative Reports. Consistent with the administrative needs of the COUNTY, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, the CONTRACTOR shall provide report(s) on a quarterly basis to the COUNTY as to the nature of the goods and/or services purchased from them by the COUNTY during the preceding three (3) months. Each report shall include the quantity, description and unit price(s) of the goods and/or services. The report(s) is to be submitted in writing to Lake County Procurement Services, Attention: Susan Dugan, P.O. Box 7800, Tavares, Florida 32778

Each report shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3<sup>rd</sup>) month of each contract period. Failure to comply with this reporting requirement may be considered a breach of performance and subject to formal proceedings in that regard.

**3.2** The services rendered under the Contract shall be deemed complete and accepted when the temporary employee timesheet is signed off by the COUNTY.

**3.3** This Contract shall be effective for an initial period of twelve (12) months, commencing immediately following the date of execution of the Contract by the COUNTY. The COUNTY reserves the sole right to renew this Contract for two (2) additional twelve (12) month periods. The initial contract will remain in effect until completion of the expressed and/or implied warranty period.

The hourly rates, as set forth in **Exhibit B**, attached hereto and incorporated herein, shall remain in effect for the full duration of the Contract. Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on changes in the Consumer Price Index. It is the CONTRACTOR'S responsibility to request in writing any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the CONTRACTOR'S written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Contract beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

**3.4** The CONTRACTOR shall coordinate and work with any other consultants retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Contract.

#### **Article 4. Payment**

**4.1** The CONTRACTOR shall charge the hourly rates set forth in **Exhibit B**. The CONTRACTOR shall submit invoices to the COUNTY user department(s) after each week has been completed. In addition to the general invoice requirements set forth below, the invoices shall be sent directly to the County Department where the temporary employee was assigned. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of temporary services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the temporary services.

**4.2** Invoices shall provide the following information:

Contractor's Name, address, and phone number  
Temporary Employee Name and County Work Location  
Name of County Employee the Temporary Employee is to report to  
Hourly rate  
Date and Number of hours the temporary employee worked  
Date and Number of hours the temporary employee worked overtime  
Invoice total

**4.3** All invoices shall contain the contract and/or purchase order number, date and location of service, and confirmation of acceptance of services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated.

**4.4** The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

**Article 5. County Responsibilities**

**5.1** COUNTY shall pay CONTRACTOR in accordance with Article 4 above.

**Article 6. Special Terms and Conditions**

**6.1** Termination. This Contract may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Contract is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Contract shall be canceled and the CONTRACTOR shall be

reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Contract.

**6.2 Assignment of Contract.** This Agreement shall not be assigned except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

**6.3 Insurance.** The CONTRACTOR shall provide and maintain at all times during the term of any contract, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the contract. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONTRACTOR is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross



Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or sub-contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**6.4 Bonding Requirements.** A Fidelity Bond with Blanket Employee Dishonest Coverage in the amount of \$5,000 shall be provided by the CONTRACTOR. A copy of the form(s) providing the coverage shall be submitted with the Certificate of Insurance. The Fidelity Bond must include DESIGNATED EMPLOYEES ON PREMISES OF CUSTOMER/LEGAL LIABILITY Endorsement.

**6.5 Indemnity.** CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Contract.

**6.6 Minimum Wage.**

Under this Contract, the wage rate paid to all employees employed by the CONTRACTOR for the work under the contract shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage

requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

When any change in the basic wage rate to be paid to CONTRACTOR employees being utilized under this Contract is mandated by a governmental activity (e.g., a change in the Federal Minimum Wage or other governmentally mandated wage structure) the CONTRACTOR may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

**6.7 Public Records.** Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**6.8 E-verify.** CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

**6.9. Right to Audit.** The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during

regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

**6.10 Default.** The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision(s) the defaulting party failed to comply with, the exact nature of the default, and the action that needs to occur to correct the default. The non-defaulting party will give the defaulting party a minimum of twenty (20) business days to correct the default. The County Manager or designee shall be authorized to provide the written notice described herein on behalf of the COUNTY. If the default is not corrected within the allotted time, the non-defaulting party shall be permitted to terminate this Agreement, effective upon the receipt by the defaulting party of a written termination notice.

## **Article 7. General Conditions**

**7.1** This Contract is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Contract shall lie in Lake County, Florida.

**7.2** Neither Party may assign any rights or obligations under this Contract to any other party unless specific written permission from the other party is obtained.

**7.3** The captions utilized in this Contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**7.4** This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**7.5** This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. However, change orders may be executed in accordance with the COUNTY'S purchasing policies and procedures.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

7.7 During the term of this Contract CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Contract for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Katie Moberg, Manager  
1310-3 W. North Blvd.  
Leesburg, Florida 34748

If to COUNTY:

County Manager  
Lake County Administration Bldg.  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

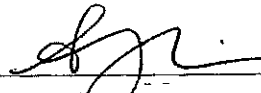
#### **Article 8. Scope of Contract**

8.1 This Contract is intended by the parties hereto to be the final expression of their Contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 24 day of September, 2013 and by CONTRACTOR through duly authorized representative.

**CONTRACTOR**

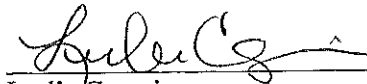
Spherion Staffing, LLC.



Andrew J. Wilson  
VP & Deputy General Counsel

**COUNTY**

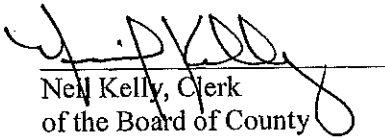
LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS



Leslie Campione  
Chairman

This 27<sup>th</sup> day of September, 2013

ATTEST:



Neil Kelly, Clerk  
of the Board of County  
Commissioners of Lake  
County, Florida

Approved as to form and legality:



Sanford A. Minkoff  
County Attorney

## EXHIBIT A: JOB DESCRIPTIONS

### 1. CUSTOMER SERVICE REPRESENTATIVE/RECEPTIONIST

The essential function of the position within the organization is to perform routine administrative assistance and clerical work in support of effective and efficient office operations, to provide professional and courteous customer service at all times, and to perform related duties as required. The position works under direct supervision according to set procedures.

**Primary Duties:** This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs routine secretarial and clerical work in support of effective and efficient office operations. Greets office visitors; directs visitors to appropriate office and/or provides information and assistance as requested. Answers the telephone; provides accurate information to callers and/or forwards calls to appropriate personnel; takes messages as needed; may use two-way radio to communicate with field personnel. Receives, reviews and distributes inner office mail. Provides clerical assistance to other staff, which may include but not be limited to scheduling appointments, making telephone calls, filing, typing, copying, scanning, faxing and assembling materials.

**Data Responsibility:** "Data Responsibility" refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.

Copies, enters or routes data or information.

**Mathematical Requirements:** Uses addition, subtraction, multiplication, and division.

**Communications Requirements:** Reads instructions, charts and/or procedures manuals; composes routine correspondence and completes job forms; speaks compound sentences using standard grammar and English.

**Complexity of Work:** Performs routine work involving set procedures and rules, with minimal problems; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

**Impact of Decisions:** Makes decisions with minimum impact.

**Equipment Usage:** Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer software, printers, copiers, fax machines, telephone.

Requires high school diploma or GED and valid Florida Driver's license.

Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

**Sensory Requirements:** The position requires normal visual acuity and field of vision, hearing and speaking abilities, color perception.

2. OFFICE ASSOCIATE I

The essential function of the position within the organization is to perform routine secretarial and clerical work in support of effective and efficient office operations, to provide professional and courteous customer service at all times, and to perform related duties as required. The position works under direct supervision according to set procedures.

**Primary Duties:** This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs routine secretarial and clerical work in support of effective and efficient office operations. Answers the telephone; provides accurate information to callers and/or forwards calls to appropriate personnel; takes messages as needed; may use two-way radio to communicate with field personnel. Monitors and routes office e-mails for appropriate response. Greets office visitors; directs visitors to appropriate office and/or provides information and assistance as requested. Schedule appointments, maintain calendars, makes travel and conference arrangements. Types, copies, files, may perform basic bookkeeping work as assigned, including processing invoices for payment, collecting and receipting various fees/fines/payments, processing purchase orders; prepares routine financial records and reports as required.

**Data Responsibility:** Copies, transcribes, enters or posts data or information.

**People Responsibility:** Provides assistance to people to achieve task completion.

**Assets Responsibility:** Requires minimum responsibility for only small quantities of low-cost items or supplies where opportunities for achieving economies or preventing loss are negligible.

**Mathematical Requirements:** Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

**Communications Requirements:** Reads technical instructions, charts and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

**Complexity of Work:** Performs semi-routine work involving set procedures and rules, but with frequent problems; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

**Impact of Decisions:** Makes decisions with moderate impact - affects those in work unit.

**Equipment Usage:** Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer software, printers, copiers, fax machine, telephone.

**Requires high school diploma or GED and valid Florida Driver's license.**

**Experience Requirements:** Requires one year of related experience.

**Physical Demands:** Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

**Sensory Requirements:** The position requires normal visual acuity and field of vision, hearing and speaking abilities,

### 3. OFFICE ASSOCIATE IV

The essential function of the position within the organization is to perform responsible and complex administrative, secretarial and clerical work in support of effective and efficient office operations. The position works under direct supervision according to set procedures.

PRIMARY DUTIES: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs responsible and complex administrative, secretarial and clerical work in support of effective and efficient office operations. Provides administrative assistance which may include scheduling meetings and appointments, maintaining calendars, screening mail and telephone calls, composing routine correspondence for supervisor's signature, transcribing and preparing correspondence from notes or dictation, compiling data for use in managerial decision-making or report preparation, making travel and conference arrangements. May coordinate, perform or assist with specialized administrative, technical or clerical duties peculiar to the department to which assigned.

Data Responsibility: Compiles, examines or evaluates data or information and possibly recommends action based on results.

People Responsibility: Provides assistance to people to achieve task completion; may instruct or assign duties to co-workers.

Assets Responsibility: Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or account for materials, supplies or small amounts of money.

Mathematical Requirements: Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

Communications Requirements: Reads journals and manuals; prepares specialized reports and business letters with proper format and grammar; speaks to groups of co-workers and people outside the organization.

Complexity of Work: Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

Impact of Decisions: Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

Equipment Usage: Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer software, printers, copiers, fax machine, telephone.

Safety of Others: Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Education: Requires associate's degree or the equivalent of two years of college or vocational school education in office management, secretarial science, accounting, business or a closely related field.

Requires valid Florida Driver's license.

Experience: Requires six years of related experience.

Physical Demands: Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

Sensory Requirements: The position requires normal visual acuity and field of vision, hearing and speaking abilities, color perception.



#### 4. DATA ENTRY OPERATOR

The essential function of the position within the organization is to perform routine to moderately complex data entry and other clerical work in support of efficient and effective department operations. The position is responsible for entering, proofreading and retrieving computer data, assisting with other clerical tasks as assigned, and providing professional customer service at all times. The position works under direct supervision according to set procedures.

PRIMARY DUTIES: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Enters, processes and retrieves information from computerized record-keeping systems. Generates computer reports and spreadsheets; compiles data for reports as requested. Proofreads and assists in verifying the accuracy of data entered; makes changes as necessary. Performs other routine clerical work, including but not limited to telephones, copying and filing, faxing, assembling materials, and processing daily mail. Receives and responds to inquiries and requests for assistance from other County departments, agencies, organizations, professionals and the public.

Data Responsibility: Collects, classifies, and formats data or information.

People Responsibility: Speaks with or signals to people to convey or exchange information.

Assets Responsibility: Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for materials, supplies, or small amounts of money.

Mathematical: Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

Communication Requirements: Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

Complexity of Work: Performs semi-routine work involving set procedures and rules, but with frequent problems; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

Impact of Decisions: Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

Equipment Usage: Handles machines, tools, equipment, or work aids involving little or no latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer programs, telephone, copier, fax machine.

Safety of Others: Requires no responsibility for the safety and health of others.

Requires high school diploma, GED, or vocational training.

Requires six months of related experience.

Physical Demands: Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

Sensory Requirements: The position requires normal visual acuity and field of vision, hearing and speaking abilities.

5. GENERAL LABOR

The essential function of the position within the organization is to perform semi-skilled and unskilled work in the maintenance of County facilities, grounds, roads and equipment. The position is responsible for performing manual tasks, operating and maintaining equipment and vehicles, and performing other work as assigned. The position works under direct supervision according to set procedures.

**Primary Duties:** This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs semi-skilled and unskilled maintenance work to assist with the activities and operations of an assigned division or department of the County.

Performs general grounds keeping work, including mowing grass, applying pesticides and herbicides, removing debris, installing and maintaining plant materials, removing trees and other vegetation at work sites. Assists in maintaining and repairing equipment, plumbing and electrical maintenance and repair work.

Performs general custodial work as required. May assist with the construction and maintenance of County streets, roads, bridges, sidewalks, driveways and drainage structures.

Sets up meeting rooms and facilities for events as requested. Transports materials and equipment to and from work site.

**Data Responsibility:** Computes or performs arithmetic operations.

**People Responsibility:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes the receiving information and instructions from supervisor.

**Intelligence:** Requires the ability to apply common sense understanding to carry out instructions and use independent judgment in routine situations.

**Communications Requirements:** Reads and writes simple sentences or instructions and speaks simple sentences using basic grammar.

**Environmental Factors:** Tasks are regularly performed out of doors and there may be exposure to dirt, dust, pollen, fumes and odors, wetness, rain, humidity, machinery, traffic hazardous, noise, vibrations, animals/wildlife, and toxic/poisonous agents.

**Complexity of Work:** Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

**Equipment usage:** Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including vehicles, mowers, miscellaneous hand and power tools, custodial equipment and tools.

**Safety of others:** Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

**Unavoidable Hazards:** The position may be exposed to extreme heat/cold, wet or humid conditions, bright/dim lights, dust or pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, electrical shock, heights, disease/pathogens, traffic, animals/wildlife, toxic or caustic chemicals.

6. **CUSTODIAN**

The essential function of the position within the organization is to perform routine janitorial related services. This position works under direct supervision according to set procedures.

**Primary Duties:** This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

**General office related cleaning of buildings** including but not limited to offices, conference rooms, restrooms, kitchens, entrances, stairways and sidewalks. Position may be required to complete inspection reports.

**Data Responsibility:** Requires the ability to compare and/or judge the readily observable, functional, structural, or compositional characteristics of data, people or things.

**Equipment Usage:** Operate vacuum cleaner, broom, mop, floor polisher, extractor and pressure washer.

**People Responsibility:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving instructions, assignments and/or directions from supervisors.

**Mathematical Requirements:** Uses addition, subtraction, multiplication, division, decimals and percentages.

**Complexity of Work:** Performs semi-routine work with short periods of concentration for accurate results.

**Impact of Decisions:** Makes decisions with moderate impact.

**Experience Requirements:** Janitorial cleaning experience including the use of chemicals and machinery. Must be able to read, write, and speak English. Knowledge of biohazard cleanup is beneficial.

**Physical Demands:** Ability to exert up to one hundred pounds of force involving pushing or pulling actions. Must be able to lift and/or carry weights up to fifty pounds. Work involves moving, climbing, bending and stooping for short periods of time. Must be physically able to operate a variety of machinery and equipment including a vacuum, broom, mop, floor polisher, extractor and pressure washer. Some tasks require visual perception and discrimination and oral communications ability. Requires the ability to talk and/or hear; (talking; expressing or exchanging ideas by means of spoken words; hearing; perceiving nature of sounds by ear. May require the ability to differentiate between colors and shades of color.

**Intelligence:** Requires the ability to apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form. Must be able to use independent judgment in fairly routine and fairly non-routine situations. Requires the ability to read and write.

**Environmental Factors:** Tasks are regularly performed with exposure to dirt, dust, pollen, odors, wetness, humidity, machinery, vibrations and toxic/poisonous agents.

7. **TRAFFIC FLAGGER**

The essential function of the position within the organization is to provide traffic flagging services under direct supervision according to set procedures.

**Primary Duties:** This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

**Directs traffic using flags and signs.** Operates various tools and equipment including but not limited to small hand tools, lawn and power equipment.

**People Responsibility:** Speaks with or signals to people to convey or exchange information.

**Mathematical Requirements:** Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

**Complexity of Work:** Performs routine work following procedures, with occasional problems, requires normal attention for accurate results.

**Equipment Usage:** Handles traffic flags, signs, machines, tools or work aids involving moderate latitude for judgment.

**Safety of Others:** Requires above normal responsibility for safety and health of others and/or for enforcement of the standards of public safety or health.

**Education Requirements:** Requires high school diploma, GED, or vocational training.

**Licenses, Certifications and Registrations Required:** Requires current Florida Certification in Maintenance of Traffic.

**Physical Demands:** Requires standing or walking for long periods of time, exerting up to 50 pounds of force on a regular basis, and considerable dexterity in operating equipment. Must be able to work in adverse weather conditions including extreme heat and cold conditions.

**Unavoidable Hazards:** The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals.

**Environmental Factors:** Tasks are regularly performed out of doors and there may exposure to dirt, dust, pollen, fumes and odors, wetness, rain, humidity, machinery, traffic hazardous, noise, vibrations, animals/wildlife, and toxic/poisonous agents.

## 9. LANDFILL ATTENDANT

The essential function of the position within the organization is to perform customer service and clerical duties in support of daily County Landfill operations. The position works under direct supervision according to set procedures.

**Primary Duties:** This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Greets and assists landfill and/or drop off center customers; observes and directs all incoming and outgoing traffic. Accurately assesses and quantifies waste materials; checks all loads for prohibited or hazardous materials. Enters customer/load data into log or on computer, or tracking system. Prepares daily and monthly reports as required. Answers the telephone; provides requested information.

Handles funds received as payment from customers.

Grass mowing and weed trimming.

**Data Responsibility:** Enters, copies, and posts data and information.

**People Responsibility:** Speaks with or signals to people to convey or exchange information.

**Assets Responsibility:** Requires minimum responsibility for only small quantities of low cost items or supplies where opportunities for achieving economies or preventing loss are negligible.

**Mathematical Requirements:** Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

**Communications Requirements:** Reads simple sentences or instructions; writes simple sentences; speaks simple sentences using basic grammar.

**Complexity of Work:** Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

**Equipment Usage:** Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers, printers, copier, calculator, and telephone. Spotter Certification preferred.

**Safety of Others:** Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

**Physical Demands:** The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals.

**Environmental Factors:** Tasks are regularly performed out of doors and there may exposure to dirt, dust, pollen, fumes and odors, wetness, rain, humidity, machinery, traffic hazardous, noise, vibrations, animals/wildlife, and toxic/poisonous agents.

## 9. EQUIPMENT OPERATOR

The essential function of the position within the organization is to perform operation of machinery and equipment. The position works under direct supervision according to set procedures.

**Primary Duties:** This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Operate an assortment of machinery and equipment including but not limited to small loader (Walden), small skid steerer (Bobcat) and a forklift. Assist with maintaining equipment and performing field maintenance activities.

**Licenses, Certifications and Registrations Required:** Requires current Valid Florida Commercial Driver License (CDL) Class A, B, or C license.

**People Responsibility:** Speaks with or signals to people to convey or exchange information. Includes receiving instructions, assignments and/or directions from supervisors.

**Assets Responsibility:** Requires minimum responsibility for items or supplies where opportunities for achieving economies or preventing loss are negligible.

**Mathematical Requirements:** Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

**Communications Requirements:** Reads simple sentences or instructions; writes simple sentences; speaks simple sentences using basic grammar.

**Complexity of Work:** Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

**Safety of Others:** Requires moderate responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

**Physical Demands:** The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals.

**Manual Dexterity:** Requires the ability to handle a variety of items including but not limited to heavy equipment, control knobs and switches using eye/hand/foot coordination.

**Environmental Factors:** Tasks are regularly performed out of doors and there may exposure to dirt, dust, pollen, fumes and odors, wetness, rain, humidity, machinery, traffic hazardous, noise, vibrations, animals/wildlife, and toxic/poisonous agents.

## 10. TRUCK DRIVER

The essential function of the position within the organization is to provide truck driving and general labor services as needed. The position works under direct supervision according to set procedures.

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Truck driving which may include but not be limited to the following:

- Assist with the County's debris cleanup
- Courier for delivery of Library materials

Operates a hand truck.

Keeps daily records of delivery activity.

Notifies proper authorities and the system about involvement in any motor vehicle or any citations received.

Licenses, Certifications and Registrations Required: Requires current Valid Florida Commercial Driver License (CDL) Class A, and/or B, as applicable.

People Responsibility: Speaks with or signals to people to convey or exchange information. Includes receiving instructions, assignments and/or directions from supervisors.

Assets Responsibility: Requires moderate responsibility for items or supplies where opportunities for achieving economies or preventing loss are negligible.

Mathematical Requirements: Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

Communications Requirements: Reads simple sentences or instructions; writes simple sentences; speaks simple sentences using basic grammar.

Complexity of Work: Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

Safety of Others: Requires moderate responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Physical Demands: The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals. Tasks involve the ability to exert physical effort which may involve lifting, carrying, pushing and/or pulling of weight 0 to 100 pounds. Work may involve moving, climbing, bending lifting, carrying items, shoveling, and stooping for short periods of time. Must be physically able to operate a hand truck.

Manual Dexterity: Requires the ability to handle a variety of items including but not limited to control knobs and switches using eye/hand/foot coordination.

Environmental Factors: Tasks are regularly performed out of doors and there may exposure to dirt, dust, pollen, fumes and odors, wetness, rain, humidity, machinery, traffic hazardous, noise, vibrations, animals/wildlife, and toxic/poisonous agents.

# 11. DELIVERY SERVICES DRIVER/OPERATOR

The essential function of the position within the organization is to transport materials, supplies and equipment between County libraries and other offices. This position is responsible for sorting, picking up and delivering items, maintaining delivery van, and performing related work as assigned. The position works under direct supervision according to set procedures.

Picks up and delivers materials between libraries, Library Services Administration building, and County office, including but not limited to books, audio-visual materials, computer equipment, office supplies and inter-office mail.

Examines and sorts all materials to ensure delivery to proper locations.

Manually loads materials into assigned van.

Determines the most efficient daily route, and sets priorities for delivery assignments.

Maintains accurate and up-to-date logs of all pick-ups and deliveries.

Operates and maintains delivery van; cleans van regularly; conducts safety inspections; initiates and schedules vehicle maintenance as necessary.

Provides information and assistance to co-workers, library patrons and the general public as requested.

Relates to individuals who have contact with or are influenced by the position.

Provides assistance to people to achieve task completion.

Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for materials, supplies, or small amounts of money.

Computes or performs arithmetic operations. Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

Reads routine sentences or instructions; writes routine sentences and completes routine work forms; speaks routine sentences using standard grammar.

Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

Coordinates the handling of vehicles, tools, equipment, or work aids involving extensive latitude for judgment regarding attachment of standard or in selecting appropriate items.

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

Requires high school diploma, GED, or vocational training and a valid Florida driver's license.

Requires one year of related experience.

Requires heavy work involving exerting 50 to 100 pounds of force on a regular basis and exceptional dexterity and skill in operating vehicles and hand trucks.

The position is exposed to extreme heat/cold, wet or humid conditions, bright/dim lights, dust or pollen, vibration, fumes or noxious odors, traffic.

The position requires normal visual acuity and field of vision, hearing and speaking abilities, color perception.



# EXHIBIT B: HOURLY RATES

Item No.	Description	Cost per hour
1.	Customer Service Representative/Receptionist	\$ 13.21
2.	Office Associate I	\$ 13.21
3.	Office Associate IV	\$ 13.90
4.	Data Entry	\$ 13.21
5.	General Labor	\$ 13.49
6.	Custodian	\$ 13.49
7.	Traffic Flagger	\$ No Bid
8.	Landfill Attendant	\$ No Bid
9.	Equipment Operator with Class "A", "B" or "C" CDL License (as applicable)	\$ No Bid
10.	Truck Driver with Class "A" or "B" CDL License (as applicable)	\$ No Bid
11.	Delivery Services Driver/Operator	\$ 13.49